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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re: PARTSEARCH TECHNOLOGIES, INC.,[1] Debtor	Chapter 11 Case No. 11-_______

DEBTOR'S MOTION FOR ORDERS (I) (A) AUTHORIZING AND APPROVING AUCTION AND SALE PROCEDURES IN CONNECTION WITH THE DEBTOR'S ASSET SALE, INCLUDING STALKING HORSE BID PROTECTIONS, (B) APPROVING THE FORM AND MANNER OF NOTICE OF THE ASSET SALE AND THE HEARING THEREON, (C) APPROVING THE FORM AND MANNER OF THE CONTRACT NOTICE AND THE ASSUMPTION NOTICE, (D) ESTABLISHING DATES AND DEADLINES RELATING TO BIDDING AND ASSET SALE APPROVAL, AND (E) GRANTING RELATED RELIEF; AND (II) AUTHORIZING AND APPROVING (A) THE SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) ENTRY INTO AND PERFORMANCE UNDER THE ASSET PURCHASE AGREEMENT AND RELATED AGREEMENTS, (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (D) RELATED RELIEF

The above-captioned debtor and debtor-in-possession (the "Debtor" or the "Company"), hereby moves (the "Motion"), by and through its proposed undersigned counsel, for entry of two orders: the order annexed hereto as Exhibit A relating to certain procedures governing the auction, sale and assumption processes and related relief (the

[1] The last four digits of the Debtor's taxpayer identification number are: 5335. Partsearch Technologies, Inc. is a Delaware corporation qualified to do business in the State of New York.

"Sale Procedure Order"); and the order annexed hereto as Exhibit B relating to the sale of substantially all of the Debtor's assets (the "Sale") pursuant to the proposed APA (as defined herein), the entry into and performance under each of the Transaction Agreements (as defined herein), the assumption and assignment of certain executory contracts, and related relief (the "Sale Order"). In support of this Motion, the Debtor respectfully states as follows:

I. JURISDICTION, VENUE AND STATUTORY PREDICATES

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for relief requested herein is 11 U.S.C. §§ 105, 363, 365 503 & 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 6004-1, 6006-1 and 9006-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules") and the Amended Guidelines for the Conduct of Asset Sales established and adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383 (the "Sale Guidelines").

II. INTRODUCTION

4. On January 27, 2011 (the "Chapter 11 Petition Date"), the Debtor filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code

(the "Chapter 11 Case"). The Debtor is continuing in possession of its property as debtor-in-possession pursuant to Bankruptcy Code Sections 1007(a) and 1008. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case. As of the filing of this Motion, no official committees have been appointed or designated. On the date hereof, prior to filing the Chapter 11 Petition, the Debtor learned that certain unsecured creditors of the Debtor filed an involuntary petition against the Debtor under chapter 7 of the Bankruptcy Code with this Court on January 25, 2011; designated as Case No. 11-10261-MG.

III. RELIEF REQUESTED

5. The Debtor requests entry of the Sale Procedures Order, substantially in the form annexed hereto as Exhibit A:

a. authorizing and approving sale and auction procedures, substantially in the form annexed hereto as Exhibit C (the "Sale Procedures"), in connection with the receipt and analysis of competing bids for the sale of substantially all the Debtor's assets, including a customary Break-Up Fee (as defined herein) for the Stalking Horse Bidder (as defined herein) pursuant to that certain Asset Purchase Agreement, dated January 27, 2011, between the Debtor, as seller, and ELDIS, Inc., as purchaser ("ELDIS", "Purchaser" or "Stalking Horse Bidder") annexed hereto as Exhibit D (the "APA", and collectively with all related agreements (including, without limitation, any related transition services agreements and/or escrow agreements), documents or instruments and all exhibits, schedules and addenda to any of the foregoing the "Transaction Agreements");

b. approving the form and manner of notice of the Sale and hearing thereon, substantially in the form annexed hereto as Exhibit E (the "Sale Notice");

c. approving the form and manner of (i) initial notice of the potential assumption and assignment of unexpired executory contracts in connection with the Sale, substantially in the form attached hereto as Exhibit F (the "Contract Notice") and (ii) subsequent notice of assumption of unexpired executory contracts upon designation of a Successful Bid and Successful Bidder (as defined in the Sale Procedures), substantially in the form attached hereto as Exhibit G (the "Assumption Notice");

d. establishing the dates and deadlines set forth in the Sale Procedures Order; and

e. granting related relief.

6. The Debtor also requests entry of the Sale Order, substantially in the form annexed hereto as Exhibit B, authorizing and approving:

a. the Sale, free and clear of liens, claims and encumbrances;

b. the entry into and the performance under and terms and conditions of the Transaction Agreements;

c. the assumption and assignment to the Purchaser or an affiliate thereof of the Assumed Contracts; and

d. other related relief.

IV. HISTORICAL BACKGROUND

A. Overview of the Debtor's Business.

7. A description of the Debtor's business, the reasons for commencing this

Chapter 11 Case, and the relief sought from this Court to allow for a smooth transition into chapter 11 (including the facts and circumstances supporting this Motion) are set forth in the *Affidavit of Lawton W. Bloom in Support of First Day Motions Pursuant to Local Bankruptcy Rule 1007-2*, filed contemporaneously herewith (the "First Day Affidavit").

8. The Debtor's lack of financial resources, due in large part to the termination of the Debtor's services by its largest client, Best Buy Co., Inc. ("Best Buy"), make it impractical for the Debtor to continue its operations, which are currently already limited. The Debtor is currently operating on a cash-negative basis, and does not anticipate that it will have the financial resources to continue operating beyond April of 2011. The Debtor determined that it was necessary to enter into an agreement to sell substantially all of its assets and otherwise wind-down and liquidate its remaining business operations and assets in order to maximize recoveries for all stakeholders.

9. As a result of the circumstances described above and those that will be subsequently discussed in more detail, the Debtor intends to conduct an orderly bidding process and auction for the going-concern sale of substantially all of the Debtor's business and assets (the "Assets") pursuant to Section 363 of the Bankruptcy Code, subject to a competitive sale and auction process and subject to this Court's approval. The Debtor believes that, unless it is able to effectuate a prompt sale of its Assets, the value of the Assets and the business will continue to decline. In addition, prolonged Chapter 11 proceedings would likely lead to the end of the Debtor's operations. A prompt sale process, as proposed herein, is necessary to reach a successful result.

10. The Sale is subject to the bidding and auction processes proposed herein and this Court's approval. The Debtor believes that an orderly, going concern sale of the Assets will maximize the value of its estate for the benefit of its creditors and other stakeholders and as such, is preferable to liquidating the Assets individually.

B. Secured Debt.

11. There are no liens recorded or asserted against the Assets, as reflected in the UCC-1 filings with the New York Secretary of State.

C. The Debtor's Efforts To Sell Its Business.

12. Following the termination of the Best Buy relationship, the Debtor commenced discussions with several parties relating to a potential sale of substantially all of its assets. In order to preserve the rapidly diminishing value of its business and prevent the attrition of certain key employees, the Debtor attempted to secure a favorable purchase offer as quickly as possible under the circumstances. The Debtor engaged Argus Management Corporation ("Argus") to provide interim management and advisory services.

13. As more fully set forth in the First Day Affidavit, since the inception of Argus's engagement, Argus has been focused on conducting a timely sales process of the Company. On behalf of the Debtor, Argus reached out to twenty-four parties to determine their interest in pursuing a purchase of the assets of the Company. Thirteen of the addressed parties agreed to do further diligence and signed confidentiality agreements. Of the thirteen interested parties, Argus received indications of interest from five parties, of which one was only related to obtaining the rights to the Partstore.com url. Of the remaining four potential investors who were interested in acquiring the

operating assets of the Debtor, Argus continued dialogue with three of the potential purchasers, since the fourth submitted an offer which was well below the range proposed by the other interested parties.

14. ELDIS demonstrated the most interest in acquiring the Debtor's operating assets and ultimately provided the highest valued indication of interest. Argus arranged a site visits for ELDIS on December 13, 2010 through December 15, 2010. Ultimately, ELDIS agreeing to become the stalking horse bidder, and the Debtor entered into the APA with ELDIS. Argus has continued marketing the Debtor's assets and working with potential counter-bidders while negotiating the APA with ELDIS.

V. THE PROPOSED SALE OF THE DEBTOR'S ASSETS

A. The Terms of the Proposed Sale.

15. The Debtor seeks to sell the Assets pursuant to the APA. All capitalized terms used in this Section V and not defined herein have the meanings provided in the APA. The proposed material terms of the sale of the Assets pursuant to the APA include the following:

Assets to Be Acquired	The Assets to be acquired by the Bidder will consist of substantially all assets of the Debtor's business as defined in Section 2.1 of the APA, including the Debtor's intellectual property assets and certain physical assets, but excluding certain assets set forth in Section 2.2 of the APA, which consist primarily of cash, accounts receivable, prepaid expenses and the Excluded Contracts.
Potential Contracts to Be Assumed and Assigned to the Successful Bidder(s)	Those executory contracts that are proposed to be assigned to the Purchaser pursuant to Section 365 of the Bankruptcy Code, if any, will be set forth on Schedule 2.1(a) to the APA (as such Schedule may be modified to add or delete executory contracts or unexpired leases at any time prior to Closing) (the "Assumed Contracts"). See APA, §§ 2.1(a) & 2.7.

Break-up Fee	The APA provides for a Break-Up Fee equal to One Hundred Thousand Dollars ($100,000) if the Debtor enters into an Alternative Transaction or terminates the APA to pursue an Alternative Transaction. The Break-Up Fee is payable from the proceeds from or deposit made in such Alternative Transaction or if the Debtor, at the time payment is due, is not authorized to retain such deposit, from funds in the Chapter 11 Case. See APA, § 8.3.
Good Faith Deposit and Liquidated Damages	The APA provides that the good faith deposit of Three Hundred Thousand Dollars ($300,000) will be forfeited by the Purchaser if the APA is terminated in accordance with the APA and the Purchaser is in material breach of the APA at the time of termination. See APA, § 9.2. The APA provides that if the APA is terminated in accordance with the APA as a result of the Seller being in material breach of the APA, the Seller is required to pay Three Hundred Thousand Dollars ($300,000) to Purchaser as liquidated damages. See APA, § 9.5.
Closing	The Closing of the Sale will be subject to closing conditions typical and customary to a transaction of this kind, including the entry of the Sale Procedures Order by February 14, 2011 and the entry into the Sale Order by March 14, 2011. The Closing must occur by March 31, 2011. See APA, Article 6.

B. Extraordinary Provisions under the Sale Guidelines.

16. The Debtor contends that the following provisions of the Transaction Agreements may constitute "Extraordinary Provisions" under the Sale Guidelines:

a. Tax Exemption. In the APA, the Debtor is seeking to have the sale exempt from transfer tax, stamp tax or any similar tax relating to the sale and transfer of the Debtor's property pursuant to section 1146(a) of the Bankruptcy Code, if any such taxes would otherwise be payable under the laws of New York and/or New Jersey. See APA § 7.4.

b. Deadlines that Effectively Limit Notice. The Debtor believes that the timeline proposed for the hearing on the Sale Procedures Order (the "Sale Procedures Hearing") – February 11, 2011 – and the objection deadline relating thereto (the "Sale Procedures Objection Deadline") – February 10, 2011 – are in compliance with the Sales Guidelines, which provide that "[t]he [14]-day notice period provided for in Local Rule 9006-1(b) should provide sufficient time, under most circumstances, to enable any parties-in-interest to file an objection to proposed sale procedures." Sale

Guidelines, § II(B)(2). Nonetheless, out of an abundance of caution, the Debtor has filed an *Expedited Motion of the Debtor Pursuant to Bankruptcy Rules 2002(a)(2) and 9006(c) to Shorten Time With Respect to the Hearing on Debtor's Motion for Orders (I) (A) Authorizing and Approving Auction and Sale Procedures in Connection with the Debtor's Asset Sale, Including Stalking Horse Bid Protections, (B) Approving the Form and Manner of Notice of the Asset Sale and the Hearing thereon, (C) Approving the Form and Manner of the Contract Notice and the Assumption Notice, (D) Establishing Dates and Deadlines Relating to Bidding and Asset Sale Approval, and (E) Granting Related Relief; and (II) Authorizing and Approving (A) the Sale of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, (B) Entry Into and Performance Under the Asset Purchase Agreement and Related Agreements, (C) the Assumption and Assignment of Certain Executory Contracts, and (D) Related Relief* (the "Motion to Shorten Time") contemporaneously herewith. To the extent that the Court determines that such timeline limits the notice period that may otherwise be afforded to parties-in-interest under the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Sale Guidelines, the Debtor submits that such timeline is necessary in this case given the continuing financial constraints on the Debtor's business and its corresponding need to consummate a sale as expeditiously as possible. Thus, to the extent necessary, the Debtor will seek relief to implement such timeline in the Motion to Shorten Time.

c. Post-Closing Transition Services. Pursuant to the APA, the Purchaser and the Debtor will enter into a transaction services agreement (in the form attached as Exhibit D to the APA, the "Transaction Services Agreement"). The Transaction Services Agreement contains provisions related to certain post-Sale transitional services that will be provided to Purchaser, including, but not limited to the use of certain non-residential property located at 300 Enterprise Drive, Kingston, NY 12401, the use of certain space used to house the Debtor's telecommunication's equipment located at Cedar Knolls I, Data Center & Corporate Office, 9 Wing Drive, Cedar Knolls, NJ 07927, certain services provides by the Debtor's employees, telecommunications services, internet services, electricity, water and heating, ventilating and air conditioning, all as specified in the Transition Services Agreement for an initial term of ninety (90) days from the Closing as such term may be extended pursuant to the terms of the Transition Services Agreement. The Purchaser shall pay the Debtor certain fees as specified in the Transition Services Agreement. The Debtor believes these provisions are typical and customary for transactions of this kind. See APA, § 7.2(f) & Exhibit D to the APA.

d. Record Retention. The Debtor will have access to its books and records sufficient to administer the bankruptcy estate. See APA, § 5.4.

e. No Successor Liability. The Stalking Horse Bidder required that the Sale Order include certain findings that the Purchased Assets are being sold free of successor or other similar liability as part of its offer to purchase the Purchased Assets and enter into the APA. See APA, § 8.1. In light of the marketing of this transaction, sufficient notice of the Sale (which includes a disclosure regarding the successor liability findings in the Sale Order) to parties in interest and the non-voluminous nature of such findings, the Debtor believe the inclusion of the same in the Sale Order is appropriate and reasonable when balanced against the Sale benefits.

f. Relief from Bankruptcy Rule 6004(h). The Sale Order provides for a waiver of the 14-day stay of the Sale Order, including the parties' ability to close the Sale and assign the Assumed Contracts in connection therewith, arising under Bankruptcy Rules 6004(h) and 6006(d), respectively. See Sale Order at ¶ 32. The Court may grant this request if it "orders otherwise." See, e.g., Fed. R. Bankr. P. 6004(h) and 6006(d). Here, the Sale was extensively marketed and notice of the Sale was adequately provided to all parties in interest. Thus, the Debtor respectfully submits that there are adequate grounds for the Court to "order otherwise" so the Sale Order is effective immediately.

VI. SALE PROCEDURES ORDER

A. Outline of the Sale Procedures.

17. The Sale Procedures are intended to permit a fair and efficient competitive sale process, consistent with the timeline of this case, to confirm that the Stalking Horse Bidder's bid is, indeed, the best offer, or promptly identify the alternative bid that is higher or otherwise better. Because the Sale Procedures are annexed as Exhibit C hereto, they are not restated herein. Generally speaking however, the Sale Procedures establish, among other things:[2]

- the Break-Up Fee to be provided to the Stalking Horse Bidder in the event that the Debtor enters into an Alternative Transaction or terminates the APA to pursue an Alternative Transaction (and the Purchaser, in each case, is not in material breach of the APA at the time of such termination) (See Sale Proc., at § B);

[2] Capitalized terms used but not defined in this Paragraph 17 shall have the meanings set forth in the Sale Procedures.

- the requirements Potential Bidders must satisfy in order to participate in the bidding process and become "Acceptable Bidders" (See Sale Proc., at § C);
- the availability of and access to due diligence information and the required conduct by Acceptable Bidders during due diligence (See Sale Proc., at § D);
- the deadlines and requirements for submitting competing bids and the method and criteria by which such competing bids are deemed to be "Qualified Bids" sufficient to trigger an Auction, including the minimum consideration that must be provided and the terms and conditions that must be satisfied, by any Acceptable Bidder (other than the Stalking Horse Bidder) to be considered a "Qualified Bidder" (See Sale Proc., at §§ E-F);
- the manner in which Qualified Bids will be evaluated by the Debtor to determine the Starting Bid for the Auction (See Sale Proc., at § G);
- the procedures for conducting the Auction, if any (See Sale Proc., at § I);
- the criteria by which the "Successful Bidder" will be selected by the Debtor, in consultation with its advisors (See Sale Proc., at § J); and
- various other matters relating to the sale process generally, including the Sale Hearing, designation of a back-up bidder, payment of the Break-Up Fee and return of any good faith deposits (See Sale Proc., at §§ H, K-O).

18. Importantly, the Sale Procedures recognize the Debtor's fiduciary obligations to maximize sale value, and, as such, do not impair the Debtor's ability to consider all qualified bid proposals or the Debtor's right to modify the Sale Procedures as necessary or appropriate to maximize value for its estate in consultation with key parties set forth therein.

B. Summary of the Assumption Procedures

19. The Debtor is also seeking approval of certain procedures to facilitate the fair and orderly assumption and assignment of the Assumed Contracts in connection with the Sale (the "Assumption Procedures"). The Assumption Procedures are as set forth below:

a. Contract Notice. As soon as practicable after the entry of this Order, the Debtor shall file with the Court and serve on all non-debtor counterparties (the "Contract Notice Parties") to any executory contract that may be assumed by the Debtor and assigned to the Successful Bidder, a "Contract Notice" in the form annexed as Exhibit F to the Motion that identifies, to the extent applicable: (i) the contract that may be an Assumed Contract; (ii) the name of the counterparty to such contract; (iii) the cure costs (if any) for such contract if it becomes an Assumed Contract; and (iv) the deadline by which any such Contract Notice Party must file any Objection to the proposed assumption and assignment (which deadline shall be the Sale Objection Deadline); provided, however, if the Successful Bidder identified for assumption and assignment any additional executory contract(s) after the Sale Objection Deadline ("Contract Election"), then the Seller shall file with the Court and serve on the applicable non-Debtor contract party a Contract Notice, which establishes an objection deadline (the "Additional Contract Deadline") for that additional Assumed Contract(s), which Contract Notice shall be filed and served no later than one (1) business day after the Successful Bidder notifies Seller of the Contract Election; provided, further, however, that the presence of a contract on a Contract Notice does not constitute an admission that such contract is an executory contract. As soon as practicable after the selection or designation of the Successful Bid, the Debtor shall file with the Court and serve on the Contract Notice Parties a further notice in the form annexed as Exhibit G to the Motion (the "Assumption Notice") identifying the Successful Bidder and stating which executory contracts and unexpired leases (if any) will be Assumed Contracts, and no other or further notice will be required with respect to the Assumed Contracts.

b. Objections. Objections, if any, to the assumption and assignment of any contract, proposed cure costs (if any) or adequate assurance of future performance proposed with respect thereto must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, and Local Bankruptcy Rules; (iii) state with specificity the nature of the objection and, if to the cure amount proposed by the Debtor, the cure costs alleged by the objecting party, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with this Court and served upon so as to be ***actually received*** by the Objection Notice Parties on or before the Sale Objection Deadline, or if applicable, the Additional Contract Deadline; provided, further, that if, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, the deadline for such counterparties shall be automatically extended through and until the commencement of the Sale Hearing.

c. Dispute Resolution. If the parties are not able to consensually resolve any such objection prior to the Sale Hearing, the dispute will be heard at the Sale Hearing (or such other date as fixed by this Court).

d. Purchaser Designation Rights. From the time of entry of the Sale

> Procedures Order until Closing, Purchaser shall have the right to (i) designate additional executory contracts and unexpired leases for assumption and assignment and (ii) exclude from assignment executory contracts and unexpired leases previously designated by Purchaser for assumption and assignment (the "Purchaser Designation Rights"). Upon Purchaser's exercise of the Purchaser Designation Rights, the Debtor shall notice each non-debtor counterparty to a contract or lease impacted by such exercise of the Purchaser Designation Rights. No later than seven (7) days after the service of such notice, the Debtor will seek a proposed order from this Court approving the assumption of the contract to be assumed pursuant to the Purchaser Designation Rights and finding that the Successful Bidder provided adequate assurance of future performance under Section 365(f)(2)(B) of the Bankruptcy Code.

20. Any party failing to timely file an objection to the assumption and assignment of any contract or lease or related cure cost listed on the Contract Notice will be barred from objecting thereto, including asserting any additional cure or other default amounts against the Debtor or the Debtor's estate, the Stalking Horse Bidder or other Successful Bidder with respect to such executory contract(s) or unexpired lease(s) and shall be deemed to consent to the Sale and the assumption and assignment of such executory contract(s) or unexpired lease(s) effectuated in connection therewith.

VII. BASIS FOR RELIEF

A. The Sale Procedures Order Should be Entered on the Terms Proposed.

1. The Sale Procedures Are Fair, Appropriate and Should be Approved.

21. "When conducting an asset sale, the ultimate responsibility of the debtor, and the primary focus of the bankruptcy court, is the maximization of the value of the assets sold." John J. Jerome & Robert D. Drain, Bankruptcy Court Is Newest Arena for M&A Action, N.Y.L.J., June 3, 1991 at 8, col. 4. In furtherance of that goal, sale procedures, such as those proposed here, may be used in court-supervised asset sales because they streamline the acquisition process, "help to provide an adequate

basis by which to compare offers," and ultimately, maximize value. See id.; see also Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.), 147 B.R. 650, 659 (S.D.N.Y. 1992) (break-up fees "are important tools to encourage bidding and to maximize the value of the debtor's assets"). In overseeing an asset sale subject to an auction process, the bankruptcy court walks a tightrope between:

> [O]n the one hand, providing for an orderly bidding process recognizing the danger that absent such a fixed and fair process bidders may decline to participate in the auction; and, on the other hand, retaining the liberty to respond to differing circumstances so as to obtain the greatest return for the bankrupt estate.

In re Fin. News Network, Inc., 980 F.2d 165, 166 (2d. Cir. 1992). Because the court must perform this difficult balancing act, "a bankruptcy judge's broad discretionary power in conducting the sale of a debtor's assets should not be narrowed by technical rules mindlessly followed" that "reduce the broad discretion and flexibility a bankruptcy court must necessarily have to enhance the value of the estates before it." See id. at 169.

22. Here, the Debtor submits that the Sale Procedures are fair and appropriate under the circumstances, consistent with procedures routinely approved by courts in this district and in the best interest of the Debtor's estate. The Debtor's business is cash-flow negative and any delay in the sale process would diminish the value available to the Debtor's creditors and estate. The Sale Procedures provide a timeline which facilitates an orderly and expedited sale and enhances value to the Debtor's creditors and estate. The Sale Procedures are designed to facilitate orderly yet competitive bidding to maximize the net value realized from the Sale. In particular, the Sale Procedures contemplate an open auction process with minimum barriers to entry

and provide potential bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid.

23. At the same time, the Sale Procedures provide the Debtor with an adequate opportunity to consider competing bids and select the highest or otherwise best offer for the completion of the Sale. Entering into the APA with the Stalking Horse Bidder ensures that the Debtor obtains fair market value by setting the minimum purchase price which will be tested in the marketplace. As such, the Debtor and its creditors can be assured that, taking into account the financial condition of the business and the economy, the consideration obtained will be fair and reasonable and at or above market.

2. The Break-up Fee Has A Sound Business Purpose and Should be Approved.

24. The Debtor is also requesting approval of a break-up fee of One Hundred Thousand Dollars ($100,000) (the "Break-Up Fee") to be paid to the Stalking Horse Bidder in the event that the Debtor (i) enters into an agreement for the sale of all or substantially all of the Purchased Assets or the issuance or sale of all or substantially all of the equity interests of Seller or any of its successors is made to any Person other than Purchaser or a designee of Purchaser or the confirmation of a plan of reorganization or liquidation (an "Alternative Transaction") or (ii) terminates the APA to pursue an Alternative Transaction (provided that the Purchaser, in each case, is not in material breach of the APA). The Break-Up Fee is inclusive of any reimbursable expenses that would be due to Purchaser in the event that an Alternative Transaction is consummated and is payable by the earlier of (i) the Closing of an Alternative Transaction or (ii) one hundred twenty (120) days from the date of entry of the Sale

Procedures Order, from the deposit of the Alternative Transaction, or, if the Debtor at the time payment is due is not authorized to retain such deposit, from funds in the Chapter 11 Case.

25. Bankruptcy courts in the Second Circuit analyze the appropriateness of bidding incentives such as this one under the "business judgment rule" standard, and it is well established in this district that courts consider whether (i) the relationship of the parties who negotiated the break-up fee is tainted by self-dealing or manipulation, (ii) the fee hampers, rather than encourages, bidding, and (iii) the amount of the fee is unreasonable relative to the proposed purchase price. See Integrated Res., 147 B.R. at 657-8 (to evaluate bid protections, courts should employ the business judgment rule, which proscribes judicial second-guessing of the corporate debtor's actions taken in good faith, absent self-dealing and in the exercise of honest judgment); see also In re Metadyne Corp., 409 B.R. 661, 670 (Bankr. S.D.N.Y. 2009). The Debtor submits that the Break-Up Fee passes muster under each of these three factors.

26. *First*, the Break-Up Fee is the product of good faith, arm's-length negotiations between the parties. The Debtor and its senior management have at all times acted not in their own self-interest but, rather, in the interest of the bankruptcy estate consistent with the fiduciary duties imposed in connection therewith. Further, the APA provisions relating to the Break-Up Fee (as well as the other APA provisions) were scrutinized by the Debtor's professionals and approved by the Debtor's board of directors.

27. *Second*, the Debtor believes, based on its reasoned business judgment, that the presence of the Break-Up Fee enhances its ability to maximize value without

chilling bidding. The Break-Up Fee was a material inducement for, and a condition of, the Stalking Horse Bidder's agreement to enter into the APA. Indeed, granting the Break-Up Fee convinced the Stalking Horse Bidder to enter into the APA which, in turn, assures the Debtor of a Sale to a contractually-committed bidder at a price it believes is fair and reasonable and provides the upside opportunity that the Debtor could potentially receive a higher or otherwise better offer at the Auction which, absent such a bid floor, might not have otherwise been realized. See In re 995 Fifth Ave. Assocs., L.P., 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (bidding incentives "legitimately necessary to convince a 'white knight' to enter the bidding by providing some form of compensation for the risks it is undertaking").

28. *Third*, the Debtor believes, based on its reasoned business judgment, that the Break-Up Fee is reasonable and appropriate relative to the size of this transaction and the commitments made and resources expended by the Stalking Horse Bidder in connection therewith in view of:

- the substantial benefits already inured to the Debtor and its estate from having a stalking horse bid serving as a catalyst for other potential or actual bidders to confirm that the Debtor receives the highest or otherwise best offer by subjecting the Sale to an open auction and competitive bidding;
- the meaningful floor established by the APA for competitive bidding;
- the Debtor's need to move forward with a transaction with a high likelihood of closure assured by a contractually committed party at a fair and reasonable price consistent with the confirmation timeline of this Chapter 11 Case;
- the due diligence, analysis and negotiations undertaken by the Stalking Horse Bidder in connection with the Sale; and
- the risks borne by the Stalking Horse Bidder for being the stalking horse in this transaction and any opportunity costs incurred as a result thereof.

29. The Debtor further believes, and is advised, that the amount of the Break-Up Fee (which is 3.48% of the Purchase Price and is inclusive of reimbursable expenses) is comparable to market and bid protections approved by courts in this district. See, e.g., In re Silicon Graphics, Inc., Case No. 09-11701 (Bankr. S.D.N.Y. Apr. 3, 2009) (3% - 4% break-up fee and $750,000 - $1 million expense reimbursement); In re Bally Total Fitness of Greater NY, Inc., No. 07-12395 (Bankr. S.D.N.Y. Aug. 21, 2007) (4.3% termination fee); In re GT Brands Holdings LLC, Case No. 05-15167 (Bankr. S.D.N.Y. July 28, 2005) (3.13% break-up fee); In re Allegiance Telecom, Inc., Case No. 03-13057 (Bankr. S.D.N.Y. Jan. 15, 2004) (2.05% break-up fee and $5 million expense reimbursement); In re Twinlab Corp., Case No. 03-15564 (Bankr. S.D.N.Y. Sep. 26, 2003) (3.9% break-up fee and $1 million expense reimbursement).

30. Accordingly, the Debtor submits that the Break-Up Fee reflects a sound business purpose, is fair and appropriate under the circumstances and, because the standard used by courts in this district in approving similar protections has been satisfied here, the Debtor respectfully submits that the Break-Up Fee should be approved.

B. The Assumption Procedures Are Appropriate and Should be Approved.

31. In connection with the assumption and assignment of the Assumed Contracts, the Debtor believes it is necessary to establish a process by which (i) the Debtor and counterparties to Assumed Contracts can reconcile cure costs, if any, in accordance with Section 365 of the Bankruptcy Code, and (ii) such counterparties can object to the assumption and assignment of Assumed Contracts and/or related cure

costs.

32. As set forth in the Sale Procedures Order, the Debtor also requests that any party that fails to object to the proposed assumption and assignment of any Assumed Contract be deemed to consent to the assumption and assignment of the applicable Assumed Contract pursuant to Section 365 of the Bankruptcy Code on the terms set forth in the Sale Order and notwithstanding any anti-alienation provision or other restriction on assignment. See, e.g., Hargrave v. Twp. of Pemberton (In re Tabone, Inc.), 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (by not objecting to sale motion, creditor deemed to consent); Pelican Homestead v. Wooten (In re Gabel), 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (same).

33. The Debtor believes that the Assumption Procedures are fair and reasonable, provide sufficient notice to parties to the Assumed Contracts and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtor requests that the Court approve the Assumption Procedures set forth in the Sale Procedures Order.

C. The Form and Manner of the Sale Notice Should be Approved

34. Pursuant to Bankruptcy Rule 2002(a), the Debtor is required to provide its creditors with twenty-one (21) days' notice of the Sale Hearing. Pursuant to Bankruptcy Rule 2002(c), such notice must include the time and place of the Auction and the Sale Hearing and the deadline for filing any objections to the relief requested herein.

35. Within three (3) calendar days after this Court's entry of the Sale Procedures Order, the Debtor will serve the Sale Notice, substantially in the form

annexed hereto as Exhibit E upon the following parties: (i) the Office of the United States Trustee; (ii) all parties known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in all of the assets offered for sale; (iii) those creditors listed on the Debtor's Consolidated List of Creditors Holding the 30 Largest Unsecured Claims; (iv) all entities who are parties to executory contracts and unexpired leases (if any) proposed to be assumed and assigned, or rejected as part of the proposed transaction; (v) those parties requesting notice pursuant to Bankruptcy Rule 2002; and (vi) all affected federal, state and local regularly and taxing authorities, including the Internal Revenue Service. The Sale Notice will also be provided to entities known or reasonably believed to have expressed interest in acquiring the Assets of the Debtor offered for sale.

36. In order to satisfy Fed. R. Bankr. P. 2002 and 6004, the Debtor's Sale Notice will include: (i) the date, time and place of the Auction (if one is held); (ii) how to access the Sale Procedures and the dates and deadlines related thereto; (iii) the objection deadline for the Sale Motion and the date, time and place of the Sale Hearing (as defined below); (iv) reasonably specific identification of the Purchased Assets; (v) how to access a copy of the Transaction Agreements; (vi) representations describing the Sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds; and (vii) notice of the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtor.

D. The Form and Manner of the Contract Notice and the Assumption Notice Should be Approved.

37. Pursuant to the Sale Guidelines, the Debtor may provide "notice of proposed cure amounts and the right and deadline to object thereto and otherwise object to the proposed assumption and assignment, or rejection of executory contracts and unexpired leases" in a "separate schedule sent only to the parties to such agreements." As soon as practicable after entry of the Sale Procedures Order and in accordance with the Purchaser Designation Rights, the Debtor shall file the Contract Notice with the Court and serve the Contract Notice on all parties entitled to receive such notice. The Contract Notice will provide such parties with notice of the potential assumption of their contract, as well as any cure costs associated with such potential assumption. In addition, as soon as practicable after the selection or designation of the Successful Bid (as defined in the Sale Procedures), the Debtor shall file with the Court and serve on such parties the Assumption Notice, identifying the Successful Bidder and stating which contracts will be Assumed Contracts. The notice provided by the Contract Notice and the Assumption Notice is in addition to the notice which will be provided to such parties by the Sale Notice. The Debtor submits that the Contract Notice, the Assumption Notice and the information to be provided therein, satisfy any applicable requirement under Section 365 of the Bankruptcy Code and the Sale Guidelines. Accordingly, the Debtor requests that this Court approve the form and manner of the Contract Notice and the Assumption Notice proposed herein.

E. **The Sale Order Should be Granted on the Terms Proposed**.

38. The Debtor seeks to sell its Assets to the Successful Bidder(s). In light of the aforementioned circumstances surrounding the Debtor's Chapter 11 case, the reasonable procedural guidelines and protections that the Debtor has established and the

applicable case law discussed below, the Court should grant the Sale Order as proposed herein.

39. Pursuant to Section 363(b) of the Bankruptcy Code, a debtor in possession is permitted to "sell. . . other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). The bankruptcy court must use its discretion in authorizing a sale pursuant to Section 363(b). New Haven Radio, Inc. v. Meister (In re Marin-Trigona), 760 F.2d 1334, 1346 (2d Cir. 1985), Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1069 (2d Cir. 1983).

1. The Sale Represents Sound Business Judgment.

40. In the Second Circuit, a debtor must demonstrate that it exercised sound business judgment in making the decision to sell its assets outside the ordinary course of business. See, e.g., Licensing By Paolo, Inc. v. Sinatra (In re Gucci), 126 F.3d 380, 387 (2d Cir. 1997); Official Comm. of Unsecured Creditors of LTV Aerospace and Defense Co. v. LTV Corp. (In re Chateaugay Corp.), 973 F.2d 141, 143 (2d Cir. 1992); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070-71 (2d Cir. 1983).

41. Factors that this Court considers in evaluating a sale of assets pursuant to section 363(b) include, but are not limited to: (i) whether the debtor had a sound business purpose for the sale; (ii) whether the sale process was fair and reasonable; (iii) whether the sale price is fair and reasonable; and (iv) whether the debtor acted in good faith. In re Global Crossing Ltd., 295 B.R. 726, 744-45 (Bankr. S.D.N.Y. 2003).

a. The Debtor Has a Sound Business Purpose For the Sale.

42. For the reasons set forth herein, as will be further shown at the Sale Hearing, because the APA together with the other Transaction Agreements constitutes (or will constitute) the highest or otherwise best offer and provides greater recovery for this estate than any known or practicably available alternative, the Debtor submits that the execution thereof represents sound business judgment.

43. The Second Circuit established the following criteria to be used in evaluating whether a debtor satisfied this first factor:

- the value of the assets to be sold in proportion to the value of the entire estate;
- the amount of time that has elapsed since the filing of the petition;
- the likelihood that a plan will be proposed and confirmed in the near future;
- the effect of the proposed disposition on future plans of reorganization;
- the sale price compared with the appraised value of the assets to be sold; and
- whether the value of the assets to be sold is decreasing or increasing. In re Lionel Corp., 722 F.2d at 1071.

The Debtor contends that based on the relevant factors set forth above, the Court should approve the proposed sale.

44. The Debtor believes that the anticipated purchase price from the Sale will exceed the liquidation value of the Assets. In addition, the Debtor believes that the anticipated purchase price is fair and reasonable under the circumstances. If the Debtor cannot promptly consummate the Sale, it will face a significant risk of further deterioration in the value of its assets. Closing the Sale on an expedited basis, however, will help prevent such value deterioration and further the goal of maximizing value for the benefit of the estate. The proposed Sale will both maximize the value realized

from the sale of the Assets and will also reduce the Debtor's exposure to continuing administrative obligations that it would incur by maintaining its operations throughout these chapter 11 proceedings.

45. The Debtor's Assets continue to decrease in value. After the termination of its relationship with Best Buy, its largest client, the Debtor completely shut down operations for eleven days. While the Debtor has subsequently restarted certain operations, these operations are limited and the Debtor will likely be unable to continue its business operations throughout the pendency of the Chapter 11 Case.

b. Adequate and Reasonable Notice of the Sale Will be Provided and the Proposed Sale Process is Fair and Reasonable.

46. In addition to the due deliberation given by the Debtor in deciding to enter into the APA, adequate and reasonable notice of the sale will be provided. As described above, the Sale Notice (a) will be served in a manner that provides twenty-one (21) days' notice of the date, time and location of the Sale Hearing, (b) informs interested parties of the deadlines for objecting to the Sale, and (c) otherwise includes all information relevant to parties interested in or affected by the Sale in accordance with the Sale Guidelines.

47. Furthermore, as a result of the Debtor's extensive marketing efforts as outlined herein, parties interested in participating in the Auction likely have had advance notice of the Sale and have already conducted diligence on the Debtor.

48. In addition, the Contract Notice will provide sufficient notice to interested parties of the deadline for objecting to the assumption and assignment of potentially Assumed Contracts and the Assumption Notice will notify parties if their contract has been selected for assumption by the Successful Bidder. Significantly, the

form and manner of the Sale Notice, the Contract Notice and the Assumption Notice will have been approved by this Court after a hearing before they are served on parties in interest. As such, the Debtor is confident the Sale Notice, the Contract Notice and the Assumption Notice will be properly vetted by the time of service thereof.

c. The Sale and Purchase Price Reflects a Fair Value Transaction.

49. It is a well-settled that, where there is a court-approved auction process, a full and fair price is presumed obtained for the assets sold, as the best way to determine value is exposure to the market. See Bank of Am. Nat'l Trust & Sav. Ass'n. v. LaSalle St. P'ship, 526 U.S. 434, 457 (1999); see also In Re Trans World Airlines, Inc., No. 01-00056, 2001 Bankr. Lexis 980, at *13 (Bankr. D. Del. April 2, 2001) (while a "§ 363(b) sale transaction does not require an auction procedure...the auction procedure has developed over the years as an effective means for producing an arms' length fair value transaction").

50. On the basis of the foregoing considerations, the Debtor believes that the proposed sale price under the APA is fair and reasonable, and represents the highest obtainable price under the circumstances.

d. The Sale Has Been Proposed in Good Faith Without Collusion and the Stalking Horse Bidder or Successful Bidder is a "Good Faith Purchaser".

51. Pursuant to Section 363(m), "[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to any entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed

pending appeal." 11 U.S.C. § 363(m).

52. In this case, the Debtor and its advisers marketed its Assets to numerous parties that they deemed likely to be interested in purchasing the Assets. The Debtor solicited parties that it believed would be interested and also received non-solicited correspondence from parties interested in the Assets. Any consummated sale will either result from a competitive bidding auction attended by parties interested in purchasing the Assets, or be consummated on the terms set forth in the APA after any interested parties have had full opportunity to propose more favorable terms to the Debtor than those set forth in the APA and the other Transaction Agreements (in which case the APA purchase price and the fees payable pursuant to the other Transaction Agreements will conclusively represent fair value). Thus, the final purchase price to be realized for the Debtor's assets will be based either on the APA (and the other Transaction Agreements) or the Auction, and, in either case, will be the product of arms' length negotiations and constitute a good faith purchase in accordance with 11 U.S.C. §363(m).

53. The Debtor is not aware of and does not anticipate discovering any evidence of self-dealing or manipulation.

2. The Sale Should be Approved "Free and Clear" Under 363(f).

54. In certain enumerated situations, Section 363(f) of the Bankruptcy Code permits a debtor to sell its property free and clear of another party's interest in that property, excluding any liabilities assumed by the purchaser (the "Assumed Liabilities"). Pursuant to Section 363(f): "[t]he trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an

entity other than the estate, only if - (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest." See 11 U.S.C. § 363(f).

55. According to the UCC-1 filings filed with the New York Secretary of State and based on its own belief, the Debtor contends that there are no liens recorded or asserted against the Assets, and thus, Section 363(f)(1), (2), (3) and (5) are not applicable. Furthermore, any such assertion by a creditor would in fact be in a *bona fide* dispute by the Debtor, in satisfaction of Section 363(f)(4).

56. The Debtor additionally contends that any interest in the Purchased Assets, excluding the Assumed Liabilities, will attach to the net proceeds of the Sale, subject to any defenses available to the Debtor.

57. Therefore, the Debtor believes that it has adequately satisfied all of the Section 363(f) requirements, and thus, the Court should approve the Sale free and clear of any liens, claims, encumbrances or interests.

3. Assumption and Assignment of Certain Executory Contracts Should be Approved.

58. Pursuant to Section 365(a) of the Bankruptcy Code, a debtor "subject to the court's approval may assume or reject any executory contract or unexpired lease of the debtor." See 11 U.S.C. § 365(a). The assumption of any executory contract or unexpired lease is subject to the Court's approval. Courts require debtors to demonstrate that they exercised their sound business judgment in deciding whether to

assume such executory contracts and unexpired leases pursuant to a sale. See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.), 78 F.3d 18, 25 (2d Cir. 1996); Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993).

59. In addition to the requirement that the Debtor exercised sound business judgment, pursuant to Section 365(b), in situations where there has been a default on an executory contract or unexpired lease, a debtor is not permitted to assume such contract or lease unless and until it: (a) cures or provides adequate assurance that the Debtor will promptly cure; (b) compensates, or provides adequate assurance that the Debtor will promptly compensate a party to the contract or lease for any pecuniary loss arising from the Debtor's default; and (c) provides adequate assurance or future performance under the contract or lease. See 11 U.S.C. § 365(b).

60. Here, the assumption of the Assumed Contracts is a crucial part of the Sale and, the Court should approve the Debtor's decision to assume the Assumed Contracts, as a sound exercise of its business judgment. Any Assumed Contracts will be ones which are identified by Purchaser as necessary to run the Debtor's business; as such, they are essential to inducing the best offer for the Purchased Assets and the assumption of such contracts increases the likelihood of generating more interest for the Sale. Under the APA, the Purchaser is required to provide reasonable adequate assurances as required under the Bankruptcy Code with respect to any Assumed Contracts and pay any cure costs due thereunder. Furthermore, the Assumed Contracts will be assumed though the process approved by the Court by the Assumption Procedures contained in the Sale Procedures Order and, thus, will likely have been

reviewed by key constituents. Therefore, the assumption of the Assumed Contracts by way of the Assumption Procedures should be approved as an exercise of business judgment.

61. The Debtor believes that it can and will demonstrate that the requirements for assumption and assignment of the Assumed Contracts to the Stalking Horse Bidder (or other Successful Bidder) will be satisfied at the Sale Hearing. As required by the Sale Procedures, the Debtor will evaluate the financial wherewithal of potential bidders prior to designating such party a Qualified Bidder (e.g., financial credibility, willingness and ability of the interested the interested party to perform under the Assumed Contracts). Further, all counterparties will be provided with notice of the proposed assumption and assignment and will have adequate time and opportunity to object to the assumption or proposed cure amount or otherwise be heard with respect thereto.

VIII. WAIVER OF THE 14-DAY PERIOD FOR THE EFFECTIVENESS OF A SALE ORDER.

62. Pursuant to Fed. R. Bankr. P. 6004(g): "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Ban. P. 6004(g). According to the legislative history on Rule 6004(g), "[t]he court may, in its discretion, order that Rule 6004(g) is not applicable so that the property may be used, sold, or leased immediately in accordance with the order entered by the court. Alternatively, the court may order that the stay under Rule 6004(g) is for a fixed period less than 10 days." For the reasons set forth more fully above and in the First Day Affidavit, including, but not limited to, the termination of the Debtor's relationship with

its largest client and the rapidly diminishing value of the Debtor's business and its assets and the fact that the Debtor's business currently is cash-flow negative, the Debtor believes that an expedited sale of the Assets is in the best interest of its estate and its creditors, and thus is seeking an order permitting the immediate approval of the Sale. The Debtor further believes that the protections afforded by Rule 6004(g) would be inapplicable to the sale of its Assets under these particular circumstances, and in fact, would harm creditors and other stakeholders.

IX. NOTICE.

63. Notice of this Motion has been given to: (i) the Office of the United States Trustee; (ii) all parties known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in all of the assets offered for sale; (iii) those creditors listed on the Debtor's List of Creditors Holding the 30 Largest Unsecured Claims; (iv) all entities who are parties to executory contracts and unexpired leases (if any) proposed to be assumed and assigned, or rejected as part of the proposed transaction; and (v) entities entitled to notice pursuant to Rule 9013-1(b) of the Local Rules.

64. Notice of this Motion has also been given to entities known or reasonably believed to have expressed interest in acquiring the Assets of the Debtor that are offered for sale.

65. In light of the nature of the relief requested, the Debtor respectfully submits that the proposed notice is sufficient and that no further notice is necessary.

X. NO PRIOR REQUEST.

66. No previous motion for the relief sought herein has been made to this or

any other court.

XI. CONCLUSION.

WHEREFORE, the Debtor respectfully requests that the Court enter two orders, substantially the same as the proposed form of orders submitted herewith, granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

Dated: January 27, 2011

BROWN RUDNICK LLP

/s/ William R. Baldiga

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Exhibits

A - Sale Procedures Order
B – Sale Order
C – Sale Procedures
D – Stalking Horse APA
E – Sale Notice
F – Contract Notice
G – Assumption Notice

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